

GIS REGISTRY INFORMATION

SITE NAME:

Bayside Timber - Ashland

BRRTS #:

03-02-180405

CLOSURE DATE:

Conditional: 2/3/00 Final: 4/27/02

STREET ADDRESS:

A 104 CTH A

CITY:

Ashland, WI

SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):

X= 454098.875 Y= 679464.5625

OFF-SOURCE CONTAMINATION (>ES):

☐ Yes

☒ No

IF YES, STREET ADDRESS 1:

GPS COORDINATES (meters in WTM91 projection):

X= Y=

IF YES, STREET ADDRESS 2:

GPS COORDINATES (meters in WTM91 projection):

X= Y=

IF YES, STREET ADDRESS 3:

GPS COORDINATES (meters in WTM91 projection):

X= Y=

IF YES, STREET ADDRESS 4:

GPS COORDINATES (meters in WTM91 projection):

X= Y=

IF YES, STREET ADDRESS 5:

GPS COORDINATES (meters in WTM91 projection):

X= Y=

CONTAMINATION IN RIGHT OF WAY:

☐ Yes

☒ No

DOCUMENTS NEEDED:

Closure Letter, and any conditional closure letter issued

Copy of most recent deed, including legal description, for all affected properties

Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties

County Parcel ID number, if used for county, for all affected properties

Location Map which outlines all properties within contaminated site boundaries in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy)

Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy)

Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)

Isoconcentration map(s), if available from site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of contamination defined. If not available, include the following 2 types of maps:

Latest groundwater flow/monitoring well location map

Latest extent of contaminant plume map

Geologic cross-sections, if available from SI. (8.5x14" if paper copy)

GWUSE Restriction GIS 2/13/02 version 3

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

GW Use Restriction

on deed

N/A

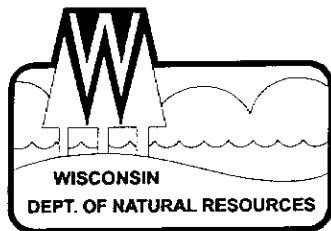
RP certified statement that legal descriptions are complete and accurate

Copies of off-source notification letters (if applicable)

Letter informing ROW owner of residual contamination (if applicable)

Copy of (soil or land use) deed restriction(s) or deed notice *if any required as a condition of closure.*

<input type="checkbox"/>	N/A
<input type="checkbox"/>	N/A
<input type="checkbox"/>	N/A
<input type="checkbox"/>	N/A



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
Darrell Bazzell, Secretary
William H. Smith, Regional Director

Northern Region Headquarters
107 Sutliff Ave.
Rhinelander, Wisconsin 54501-0818
Telephone 715-365-8900
FAX 715-365-8932
TDD 715-365-8957

June 27, 2002

Mr. Randy Stoeckel
Bayside Timber
PO Box 810
Hayward, WI 54843

SUBJECT: Final Case Closure By Closure Committee
Bayside Timber, A104 CTH A, Ashland, WI
WDNR BRRTS #: 03-02-180405

Dear Mr. Stoeckel:

On February 3, 2000, your site as described above was reviewed for closure by the Northern Region Closure Committee. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On February 4, 2000, you were notified that the Closure Committee had granted conditional closure to this case.

On June 27, 2002, the Department received correspondence indicating that you have complied with the conditions of closure, specifically, the recording of a Groundwater Use Restriction for the site. Based on the correspondence and data provided, it appears that your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code. The Department considers this case closed and no further investigation, remediation or other action is required at this time.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>

Please be aware that this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety or welfare, or the environment.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 715-365-8990.

Sincerely,
NORTHERN REGION

Janet Kazda
Remediation and Redevelopment Program

cc: File



Quality Natural Resources Management
Through Excellent Customer Service





State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary
William H. Smith, Regional Director

Northern Region Headquarters
107 Sutliff Ave.
Rhinelander, Wisconsin 54501-0818
Telephone 715-365-8900
FAX 715-365-8932
TDD 715-365-8957

February 4, 2000

Bayside Timber
Johnson Timber Corp
PO Box 810
Hayward, WI 54843

Subject: Bayside Timber, A104 CTH A, Ashland, WI BRRTS # 03-02-180405
PECFA # 54806-9990-04

To Whom It May Concern:

The Department of Natural Resources provided a notice to you that the degree and extent of diesel fuel contamination at the above-named site was required to be investigated and remediated. We have since been informed that the required investigation and remediation has been accomplished.

On February 3, 2000, the above-named site was reviewed by the Northern Region Closeout Committee for a determination as to whether or not the case qualified for close out under ch. NR 726, Wis. Adm. Code.

Based on the investigative and remedial documentation provided to the Department, it appears that the diesel fuel contamination at the above-named site has been remediated to the extent practicable under current site conditions, and that no further action is necessary at this time. Therefore, the Department will consider the case "closed," pursuant to NR 726.05(8)(am), if the responsible party sign and record a Groundwater Use Restriction for the property.

Enclosed is an example of a Groundwater Use Restriction. Please draft a specific Groundwater Use Restriction for this site and submit the draft to me. Department of Natural Resources attorneys will review the draft and return it to you with revisions. After you have made the revisions, you should sign and record the restriction with the County Register of Deeds. To document that this condition has been complied with, the responsible party must submit to the Department a copy of the recorded Groundwater Use Restriction, with the recording information stamped on it, within 15 days after the Register of Deeds returns the Groundwater Use Restriction to the responsible party. The Groundwater Use Restriction may be amended in the future with the approval of DNR if conditions change at the site and the residual contamination is remediated.

The groundwater use restriction is an option that the Department can offer to you in order to close this site. If you choose not to accept this option, you may perform additional investigation and cleanup of the remaining contamination. Note that this additional work may not be eligible for reimbursement through the Petroleum Environmental Cleanup Fund Award (PECFA) Program. You should contact the Department of Commerce to determine eligibility of the additional work for reimbursement.

Based on an evaluation of the close out form, it appears that soil contamination in excess of the generic



*Quality Natural Resources Management
Through Excellent Customer Service*



residual contaminant levels (RCLs) contained in s. NR 720.09, Wis. Adm. Code, remains at the site. Per ch. NR 720, if soil contamination does not meet the generic RCLs, you must either select a performance standard as described in ss. NR 720.19(2) and NR 722.09(2)(a), or calculate site specific RCLs per s. NR 720.19(3). The use of a soil performance standard requires publishing of a class 1 public notice per s. NR 714.07(5). You must therefore complete the public noticing of this remedial action or calculate site specific RCLs before site closure can be approved under ch. NR 726. Enclosed is an example of a public notice. Please send documentation of publishing of the notice to your RCL calculations to me at the above address.

Please note that this case closure is contingent upon proper documentation of proper abandonment of the monitoring wells on site. If monitoring wells remain at this site, please provide the documentation that this action has been completed, or have your consultant do so. Please complete Form 3300-5B and send it to my attention at the above address.

If you have any additional information which was not formerly provided to the Department, and which you feel would significantly impact this closure decision, you may submit that information for our re-evaluation of case closure.

If you have any questions, please call me at 715-365-8990.

Sincerely,
NORTHERN REGION



Janet Kazda
Case Closeout Committee

→ cc: File
Lori Huntoon, Dept of Commerce
Steve Karklins, DG/2
Chuck Fitzgerald, Rhinelander
Ron Becker, Rhinelander
Chris Saari, Brule

Robert Herubin
NRP Environmental Consultants, Inc
1140 Ashwaubenon St
Green Bay, WI 54304

Document Number

GROUNDWATER USE RESTRICTION

Declaration of Restrictions

In Re: A parcel of land located in the Hawley and Moore's Addition to the city of Ashland, Wisconsin and located in the NW ¼ of the NW ¼ of Section 3, T.47 N., R. 4 W. The parcel of land bounded by the following described lines commencing at the NW corner of said Section 3 and run East, 1319.67 feet along the north line of said Section 3, to the NE corner of said NW ¼ of the NW ¼. Thence leaving said north line and along the east line of said NW ¼ of the NW ¼, 828.56 feet to the Point of Beginning. Then from said Point of Beginning by metes and bounds: Leaving said east line, N34°32'46" W, 259.80 feet. Thence S55°27'14" W, 300.00 feet. Thence along the arc of a curve to the right, having a radius of 1211.34 feet, a central angle of 04°57'55", and a chord which bears S 37°51'30" E and measures 104.90 feet, 104.97 feet. Thence S 35°22'33" E, 26.73 feet. Thence S34°32'46" E, 173.31 feet. Thence N55°27'14" E, 265.95 feet to the east line of said NW ¼ of the NW ¼. thence along said east line, N 00°04'34" W, 48.77 feet to the Point of Beginning. Said Parcel contains 87,826 square feet which is 2.02 acres. Said lands are located in Ashland County, Wisconsin.

STATE OF WISCONSIN)
) SS
COUNTY OF ASHLAND)

WHEREAS, Bayside Timber Corp. is the owner of the above-described property.

WHEREAS, one or more Diesel Fuel # 2 discharges have occurred on this property. . Diesel Fuel -contaminated groundwater above ch. NR 140, Wis. Adm. Code, enforcement standards existed on this property at the following location on the following date: On August 7, 1998, November 6, 1998 and February 2, 1999 ground borings indicated Benzene and Naphthalene found to exceed Environmental standards and one Monitoring Well indicated levels in excess of the Environmental Standards for Benzene, in the area described above. (See attached maps and chart.)

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct further groundwater or soil remediation activities on the property at the present time.

REGISTER OF DEEDS OFFICE
ASHLAND COUNTY, WI
Received for Record
at 11:45 O'clock | M. duly recorded in
Vol. 547 of Records on Page 103-106

JUN 14 2002

Karen M. Miller
REGISTER OF DEEDS

Recording Area

Name and Return Address.
Bayside Timber Corp.
9676 N. Kruger Rd
Hayward, W. 54843

BRRTS#03-02-180405 (part of)
201-4620-0000
Parcel Identification Number (PIN)

WHEREAS, natural attenuation has been approved by the Department of Natural Resources to remediate groundwater contamination exceeding ch. NR 140 groundwater standards within the boundaries of this property.

WHEREAS, construction of future wells where the water quality does not comply with drinking water standards in ch. NR 809 is restricted by chs. NR 811 and NR 812, Wis. Adm. Code. Special well construction standards or water treatment requirements, or both, or well construction prohibitions may apply.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources' Bureau of Drinking Water and Groundwater, or its successor agency, to determine what specific requirements are applicable, prior to constructing or reconstructing a well on this property. No future wells may be constructed on this property unless applicable requirements are met.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction benefits and is enforceable by the Wisconsin Department of Natural Resources, its successors or assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that one or more of the restrictions set forth in this covenant is no longer required. Upon the receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, attached to a copy of the Department's written determination, may be recorded to give notice that this deed restriction, or portions of this deed restriction, are no longer binding.

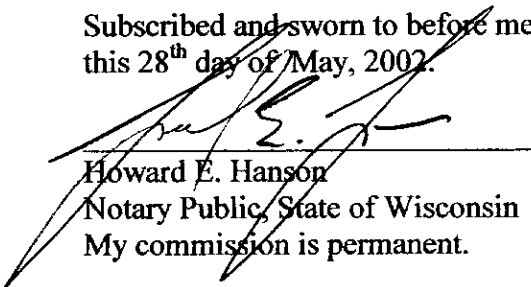
By signing this document, W. B. Johnson, President of Bayside Timber Corp. asserts that he/she is duly authorized to sign this document on behalf of Bayside Timber Corp., a Wisconsin Corporation.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 28th day of May, 2002.

Signature: 

Printed Name: W. B. Johnson

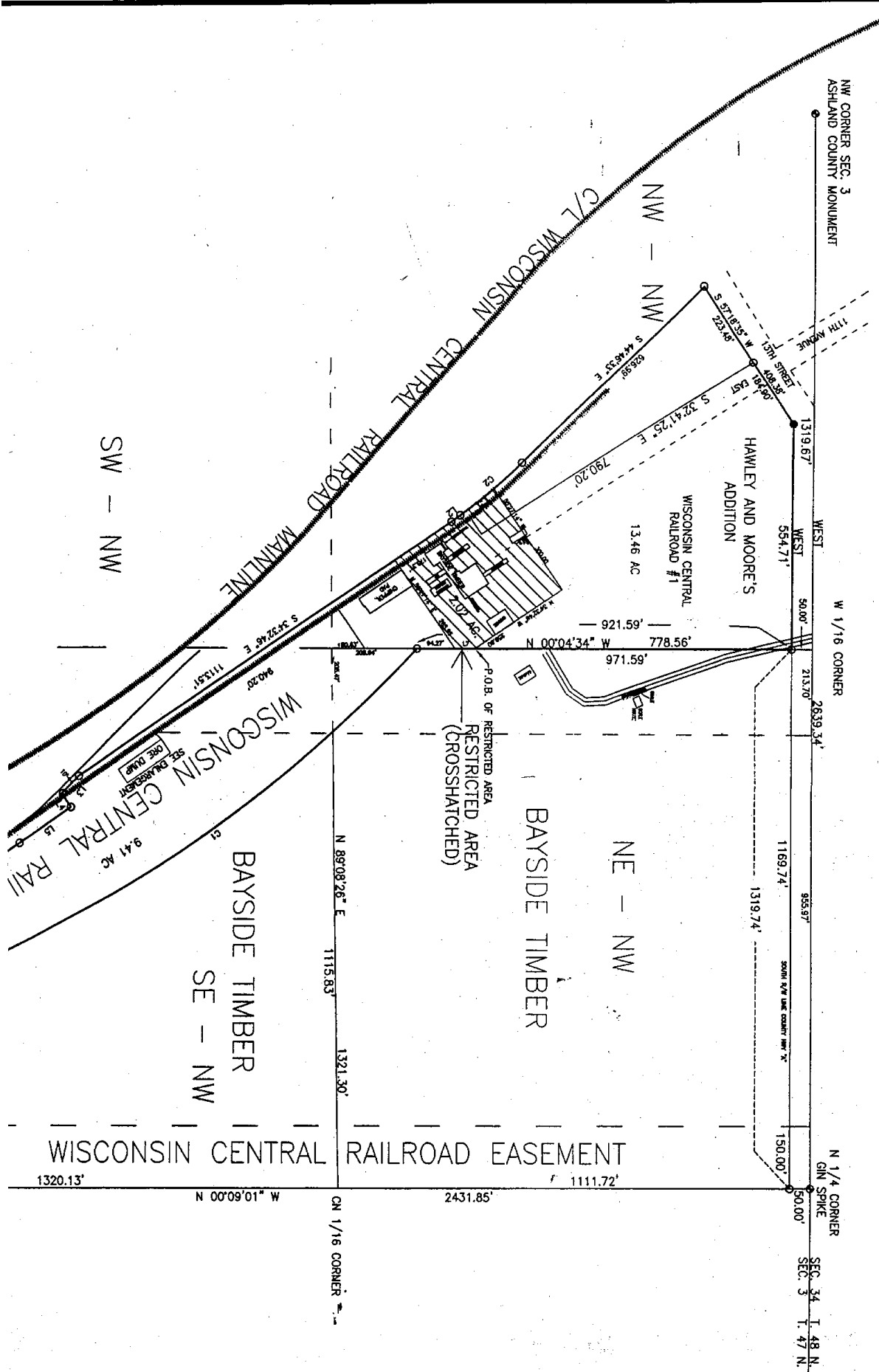
Subscribed and sworn to before me
this 28th day of May, 2002.


Howard E. Hanson

Notary Public, State of Wisconsin
My commission is permanent.



This document was drafted by NRP Environmental Consultants Inc. based on comments from the Wisconsin Department of Natural Resources.



X275830

Document Number

QUITCLAIM DEED

Document Title

AFTER RECORDING RETURN TO:

Howard E. Hanson, Attorney

P. O. Box 489

Hayward, WI 54843-0489

THIS INSTRUMENT WAS PREPARED BY:

Wisconsin Central Ltd.
 Real Estate Department
 6250 North River Road
 Rosemont, Illinois 60018
 847-318-4600

TRANSFER
 \$ 108.90
 FEE

QUITCLAIM DEED

THIS INDENTURE, Witnesseth that the Grantor, WISCONSIN CENTRAL LTD., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, whose mailing address is 6250 North River Road, Rosemont, Illinois 60018, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, does hereby GRANT, CONVEY AND QUIT CLAIM to the Grantee, BAYSIDE TIMBER CORP., A WISCONSIN CORPORATION, whose mailing address is 9676 N. Kruger Road, Hayward, Wisconsin 54843, all of Grantor's right, title, and interest, subject to all existing interests, in and to the following described lands and property situated in the County of Ashland and the State of Wisconsin to wit:

A parcel of land located in Hawley and Moore's Addition to the City of Ashland, and the Northeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter all in Section 3, Township 47 North, Range 4 West, in the City of Ashland, Ashland County, Wisconsin, described as follows:

REGISTER OF DEEDS OFFICE
 ASHLAND COUNTY, WI
 Received for Record
 at 10¹⁰ O'clock A. M. duly recorded in
 Vol. 532 of Records on Page 544-552

SEP 25 2001

Karen M. Miller
 REGISTER OF DEEDS

Recording Area

Name and Return Address

Part of: 201-4628-0000, 201-4614-1000
 201-4625-0000, 201-4623-0000
 201-4629-0000, 201-4631-0000
 201-4635-0000
 Parcel Identification Number (PIN)

VOL 532 PG 544

- Copy -

To locate the Point of Beginning, commence at the North Quarter corner of said Section 3 and run South 00 degrees, 09 minutes, 01 seconds East, 50.00 feet to an iron pipe on the South right of way line of County Highway "A";

Thence along said South right of way line, West 1319.74 feet to an iron pipe at the Northeast corner of said Hawley and Moore's Addition, which is the Point of Beginning;

Thence from said Point of Beginning by metes and bounds:

Continue along said South right of way line, West, 554.71 feet to a 1" iron pipe at the intersection of the Southeasterly right of way line of 13th Street;

Thence leaving said South right of way line and along said Southeasterly right of way line, South 57 degrees, 18 minutes, 35 seconds West, 408.38 feet to a 1" iron pipe;

Thence leaving said Southeasterly right of way line, South 44 degrees, 46 minutes, 33 seconds East, 626.99 feet to a 1" iron pipe;

Thence along the arc of a curve to the right having a radius of 1211.34 feet, a central angle of 09 degrees, 24 minutes, 00 seconds and a chord which bears South 40 degrees, 04 minutes, 33 seconds East and measures 198.51 feet, 198.74 feet to a 1" iron pipe;

Thence South 35 degrees, 22 minutes, 33 seconds East, 26.73 feet to a 1" iron pipe;

Thence South 34 degrees, 32 minutes, 46 seconds East, 1113.51 feet to a 1" iron pipe;

Thence South 44 degrees, 42 minutes, 54 seconds East, 60.33 feet to a 1" iron pipe;

Thence North 55 degrees, 27 minutes, 14 seconds East, 40.85 feet to a 1" iron pipe;

Thence South 34 degrees, 32 minutes, 46 seconds East, 155.65 feet to a 1" iron pipe;

Thence along the arc of a curve to the right, having a radius of 1216.36 feet, a central angle of 12 degrees, 18 minutes, 28 seconds and a chord which bears South 28 degrees, 23 minutes, 32 seconds East and measures 260.79 feet, 261.29 feet to a 1" iron pipe;

Thence South 22 degrees, 14 minutes, 18 seconds East, 668.20 feet to a 1" iron pipe;

Thence along the arc of a curve to the right, having a radius of 749.20 feet, a central angle of 22 degrees, 44 minutes, 52 seconds and a chord which bears South 10 degrees, 51 minutes, 52 seconds East and measures 295.50 feet, 297.45 feet to a 1" iron pipe;

Thence South 00 degrees, 30 minutes, 34 seconds West, 89.74 feet to a 1" iron pipe;

Thence South 22 degrees, 05 minutes, 06 seconds East, 706.42 feet to a 1" iron pipe;

Thence North 00 degrees, 09 minutes, 01 seconds West, 1352.78 feet, parallel with and 150 feet West of the North-South $\frac{1}{4}$ line of said Section 3, to a 1" iron pipe on the North line of said Northeast Quarter of the Southwest Quarter;

Thence along said North line, South 89 degrees, 08 minutes, 26 seconds West, 217.61 feet to a 1" iron pipe;

Thence North 22 degrees, 17 minutes, 22 seconds West, 270.25 feet to a 1" iron pipe;

Thence North 22 degrees, 33 minutes, 36 seconds West, 172.39 feet to a 1" iron pipe;

Thence along the arc of a curve to the left, having a radius of 3301.05 feet, a central angle of 23 degrees, 45 minutes, 32 seconds and a chord which bears North 35 degrees, 29 minutes, 44 seconds West and measures 1359.07 feet, 1368.85 feet to a 1" iron pipe on the West line of said Northeast Quarter of the Northwest Quarter;

Thence along said West line, North 00 degrees, 04 minutes, 34 seconds West, 921.59 feet, to the Point of Beginning, LESS AND EXCEPT the land described as follows:

A parcel of land located in the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 3, Township 47 North, Range 4 West, Town of Gingles, now City of Ashland, Ashland County, Wisconsin, being more particularly described as follows:

Commencing at the Northwest corner of said Section 3;

Thence North 89 degrees, 46 minutes, 22 seconds East, along the North line of the Northwest Quarter of said Section 3, a distance of 1533.37 feet;

Thence South 0 degrees, 13 minutes, 38 seconds East, a distance of 1611.62 feet to a point on the

centerline of the Wisconsin Central Limited Railroad passing track being 1077.32 feet Southeasterly of the mainline Milepost 434; Thence North 55 degrees, 11 minutes, 34 seconds East, a distance of 17.50 feet to the Point of Beginning; Thence continuing North 55 degrees, 11 minutes, 34 seconds East, a distance of 40.00 feet; Thence South 34 degrees, 48 minutes, 26 seconds East, a distance of 129.62 feet; Thence South 55 degrees, 11 minutes, 34 seconds West, a distance of 40.00 feet; Thence North 34 degrees, 48 minutes, 26 seconds West, a distance of 129.62 feet to the Point of Beginning.

Grantor reserves for itself, its successors and assigns an easement for the continued use, operation, replacement, and maintenance of all existing driveways, roads, conduits, sewers, waterlines, gas lines, pipelines, electric power lines, fiber optic lines, wirelines, pole lines and all other utilities, including but not limited to all railroad facilities located on, over, under or across the Property herein conveyed together with all reasonable right of access thereto whether or not of record and by whomsoever owned.

Grantee, for itself, its successors, grantees and assigns covenants and agrees not to do or cause to be done any act which will unreasonably impede the flow of drainage water over the Property herein conveyed which would adversely affect continuing rail operations on property adjacent thereto. This restriction shall not be construed to prohibit the erection of buildings or other improvements on the Property, provided that drainage equivalent to that existing as of the date hereof shall be maintained, whether naturally or by other means. This covenant and restriction shall run with the land and shall be binding upon Grantee, its successors, grantees and assigns.

Grantee for itself, its grantees and successors covenants and agrees to install and thereafter maintain 6 inch by 6 inch timber posts or comparable steel beams, a minimum of 3 feet in height, every 100 feet along the track-side border of the herein conveyed Property. The installation shall be completed within six (6) months from the date hereof. The installation and maintenance of the

aforesaid posts shall be at the sole cost, risk and expense of the Grantee. This covenant shall be binding upon Grantee, its successors, assigns and grantees and shall run with the land conveyed.

Grantee further covenants and agrees for itself, its successors, assigns or grantees that in the event Grantor determines, in its sole opinion, that Grantee is encroaching on Grantor's remaining property adjacent to the Property herein conveyed or is utilizing Grantor's remaining property for roadway purposes, then Grantee shall, within 30 days from written notice from Grantor, construct at its sole cost, risk and expense a chain link fence acceptable to Grantor at least 6 feet in height, to be located along the track-side border of the Property herein conveyed. Final approval as to the acceptability of this chain link fence shall rest with Grantor's Chief Engineer, or his designated representative. If Grantee shall fail to construct said fence, Grantor may, at its option, do so at Grantee's cost, risk and expense. Grantee shall reimburse Grantor for the cost of said fence within 10 days from receipt of a bill. This covenant shall be binding upon Grantee, its successors, assigns and grantees and shall run with the land conveyed.

Grantor reserves for itself, its successors, assigns and grantees a twenty (20) foot wide non-exclusive roadway easement over and across the Property herein conveyed for access to the property described as follows:

A parcel of land located in the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 3, Township 47 North, Range 4 West, Town of Gingles, now City of Ashland, Ashland County, Wisconsin, being more particularly described as follows:

Commencing at the Northwest corner of said Section 3;

Thence North 89 degrees, 46 minutes, 22 seconds East, along the North line of the Northwest Quarter of said Section 3, a distance of 1533.37 feet;

Thence South 0 degrees, 13 minutes, 38 seconds East, a distance of 1611.62 feet to a point on the centerline of the Wisconsin Central Limited Railroad passing track being 1077.32 feet Southeasterly of the mainline Milepost 434;

Thence North 55 degrees, 11 minutes, 34 seconds East, a distance of 17.50 feet to the Point of Beginning;

Thence continuing North 55 degrees, 11 minutes, 34 seconds East, a distance of 40.00 feet;

Thence South 34 degrees, 48 minutes, 26 seconds East, a distance of 129.62 feet;
Thence South 55 degrees, 11 minutes, 34 seconds West, a distance of 40.00 feet;
Thence North 34 degrees, 48 minutes, 26 seconds West, a distance of 129.62 feet to the Point of Beginning;

The easement shall be at such location or locations acceptable to the parties hereto that provide reasonable access to the aforesaid area. Grantee for itself, its successors, assigns and grantees covenants and agrees that it will not restrict, limit or interfere with Grantor, its successors, assigns, grantees or invitees ingress or egress thereto. This covenant shall run with the land conveyed and shall be binding upon Grantee, its successors, assigns and grantees. However, upon the release by the Wisconsin Department of Natural Resources or such successor department of the State of Wisconsin of all deed restrictions on the parcel excluded from this deed as described aforesaid, the Grantor shall quitclaim to Grantee, Grantor's interest in said parcel at no additional consideration, subject to the terms and conditions of this contract, and this access easement shall forthwith terminate.

Grantee has been allowed to make a complete visual inspection of the Property conveyed herein and has knowledge as to the past use of the Property. Based upon this inspection and knowledge, Grantee is aware of the condition of the Property. GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY IN AN "AS IS WITH ALL FAULTS" BASIS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY, including the physical condition of the Property and any defects thereof, the presence of any hazardous substances, wastes or contaminations in, on or under the Property, the condition or existence of any of the above ground and underground structures or improvements in, on or under Property, the condition of title to the property, and the leases, easements or other agreements affecting the Property. Grantee assumes the risk that hazardous substances and contaminants which may be present on the Property and will indemnify, hold harmless and waive, release and discharge forever Grantor from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, claims or costs, including fines, penalties and judgements arising from or in any way related to the condition of the Property or presence of any hazardous substances or contaminants in or under the Property. This indemnity

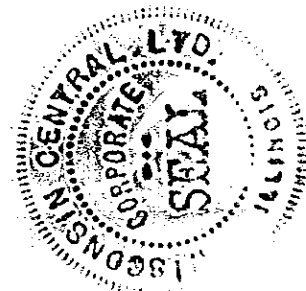
specially includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the Property. This covenant shall be binding upon Grantee, its successors, assigns or grantees and shall run with the land conveyed. Nothing herein shall be construed as an admission on the part of Grantor regarding the environmental condition of the Property.

IN WITNESS WHEREOF, WISCONSIN CENTRAL LTD., the Grantor, has caused these presents to be signed by Walter C. Kelly, its Vice President and Chief Financial Officer, and its corporate seal duly attested by Marlin G. Schilling, its Assistant Secretary to be hereunto affixed, they being thereunto duly authorized this 7th day of August, 2001

WISCONSIN CENTRAL LTD.

By: W C Kelly
Walter C. Kelly
Vice President and Chief
Financial Officer

Attest:
By: Marlin G. Schilling
Marlin G. Schilling
Assistant Secretary



Acknowledged and Accepted:

Bayside Timber Corp.

By: W B Johnson
W. B. Johnson, President

Attest:
By: Brian D. Ahlgren SEC, Treas.
Brian D. Ahlgren, Secretary


(No Corporate Seal)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

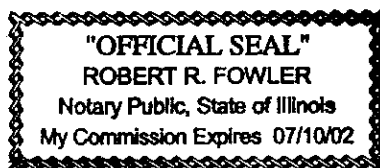
I, Robert R. Fowler, a Notary Public in and for the County of Cook, State of Illinois, Do Hereby Certify that Walter C. Kelly, personally known to me to be the Vice President and Chief Financial Officer of WISCONSIN CENTRAL LTD., an Illinois corporation, and Marlin G. Schilling, personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such Vice President and Chief Financial Officer and Assistant Secretary, they signed and delivered the said instrument as Vice President and Chief Financial Officer and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 7th day of August, 2001.

By:



Robert R. Fowler
Notary Public



STATE OF WISCONSIN)
 Sawyer) ss.
COUNTY OF ~~ASHLAND~~)

The foregoing instrument was acknowledged before me this
21st day of September, 2001, by W. B. Johnson & Brian D. Antgren
me known to be the President & Secretary of Bayside ~~Timber~~ Corp., a
Wisconsin corporation, on behalf of said corporation.



[Handwritten Signature]
Howard E. Hanson, Notary Public
State of Wisconsin, Sawyer County
My commission ~~expires~~: is permanent

WCL372.ded

NW CORNER SEC. 3
ASHLAND COUNTY MONUMENT

11TH AVENUE

1319.67'

WEST

WEST

554.71'

STREET

408.38'

184.90'

HAWLEY AND MOORE'S
ADDITION

WISCONSIN CENTRAL
RAILROAD #1

13.46 AC

NW - NW

C/L WISCONSIN CENTRAL RAILROAD MAINLINE

ENLARGEMENT OF
RESTRICTED AREA

87,826 SQ. FT.
2.02 AC.

N 34°32'46" W

W 1/16 COR.

828.56'

S 00°04'34" E

259.80'

P.O.B.

17

265.95'

N 55°27'14" E

173.81'

S 34°32'46" E

300.00'

S 55°27'14" W

173.81'

228.56'

228.56'

228.56'

228.56'

228.56'

228.56'

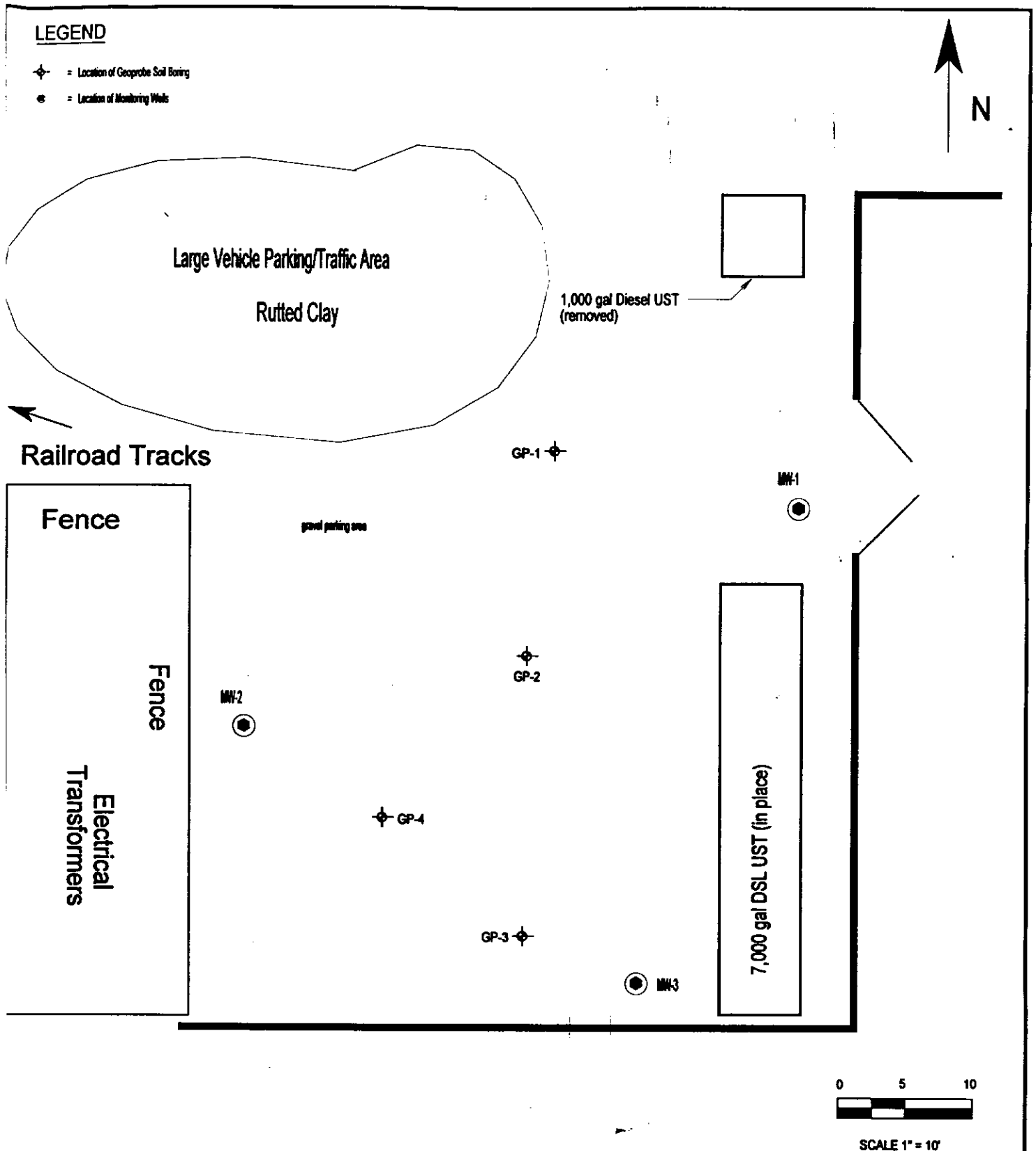
228.56'

228.56'

SW - NW

LEGEND

- ⊕ = Location of Geoprobe Soil Boring
- = Location of Monitoring Wells



NRP ENVIRONMENTAL CONSULTANTS, INC.

PROJECT:

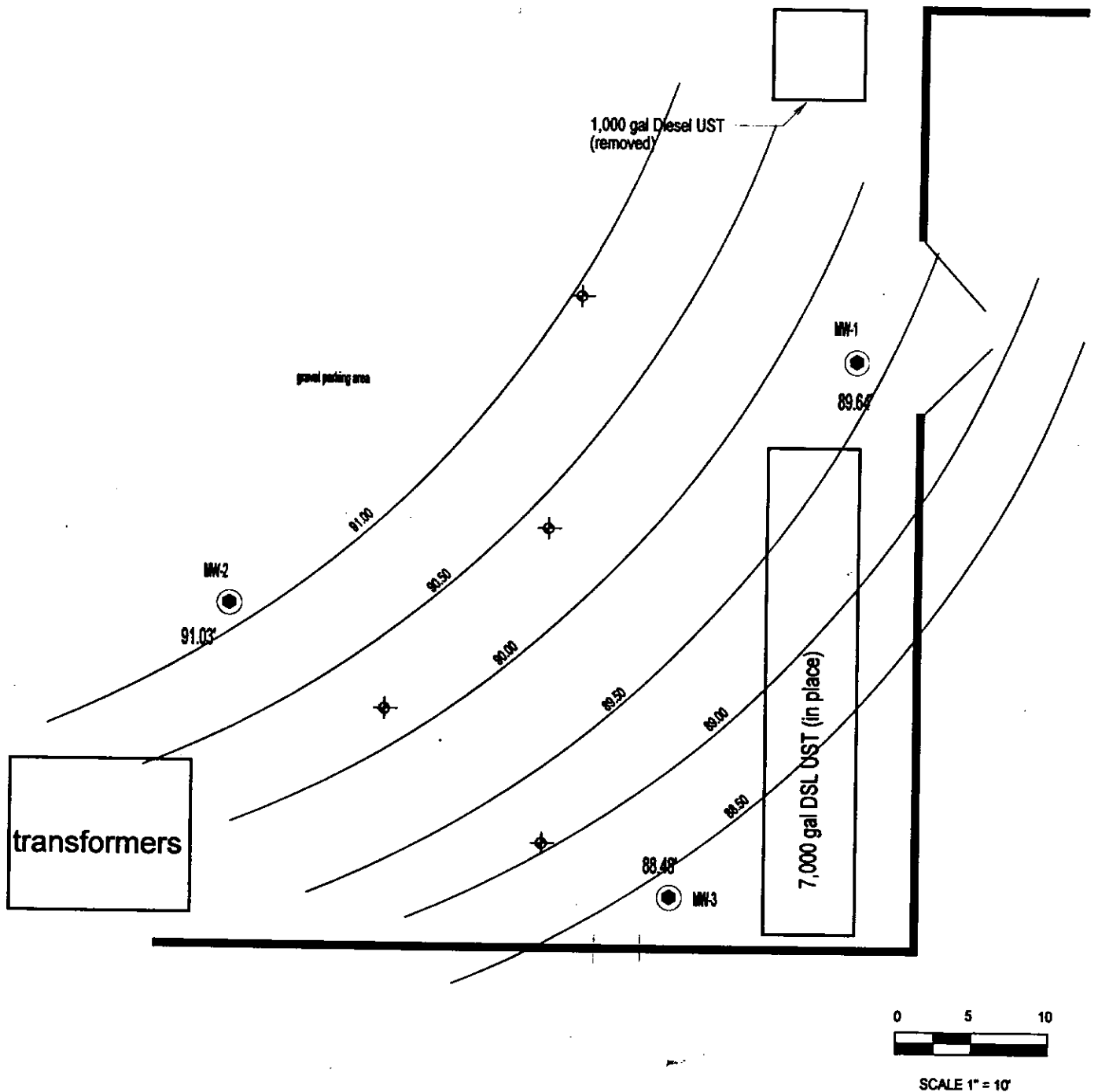
BAYSIDE TIMBER - ASHLAND

FIGURE:

Figure 1 - Site Map

LEGEND

- ✦ = Location of Geoprobe Soil Boring
- = Location of Monitoring Wells



NRP ENVIRONMENTAL CONSULTANTS, INC.

PROJECT:

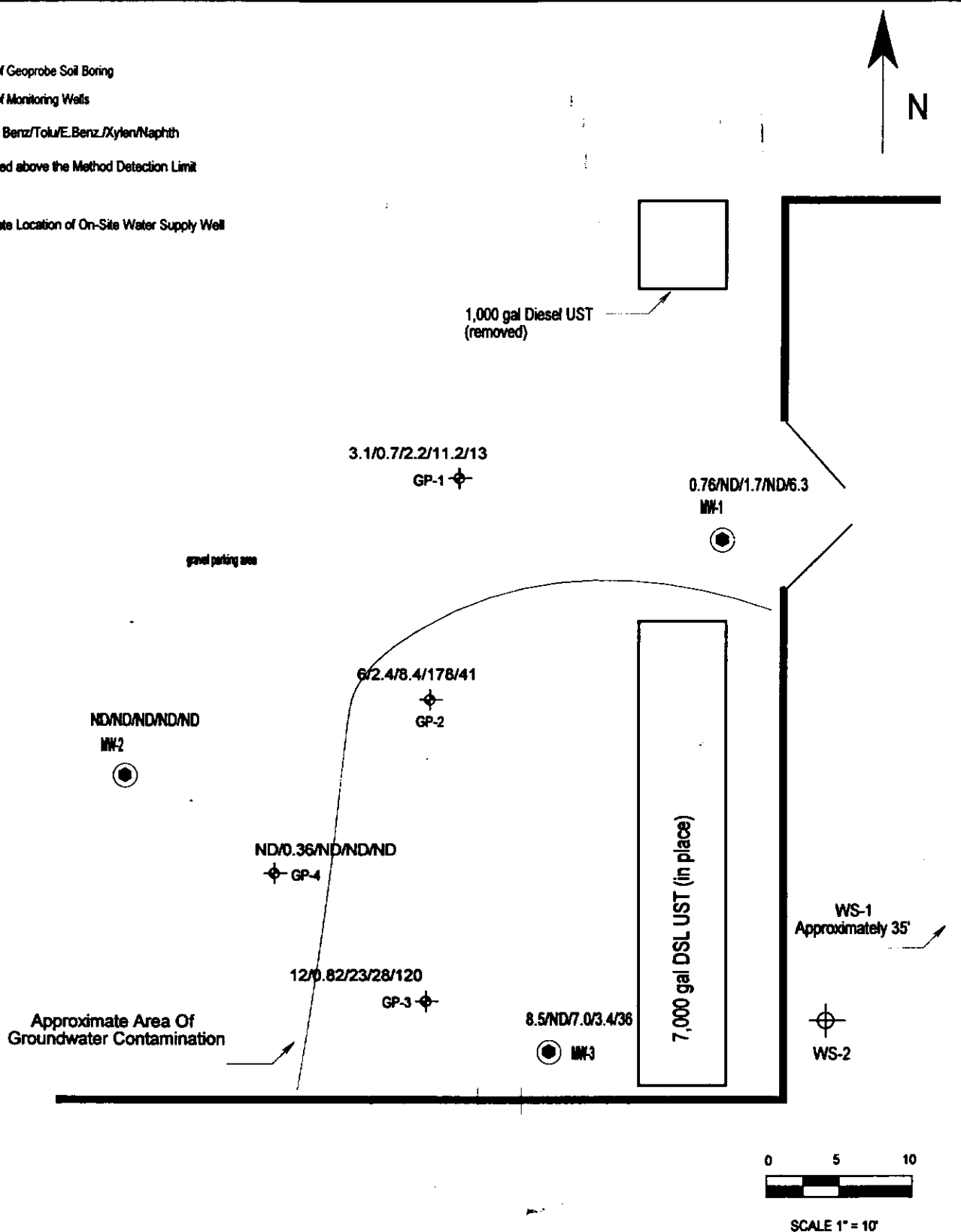
BAYSIDE TIMBER - ASHLAND

FIGURE:

Figure 3 - Groundwater Elevation Map

LEGEND

- ⊕ = Location of Geoprobe Soil Boring
- = Location of Monitoring Wells
- 76/ND/1.7/ND/6.3 = Benz/Tolu/E.Benz/Xylen/Naphth
- ND = Not Detected above the Method Detection Limit
- ⊕ = Approximate Location of On-Site Water Supply Well



NRP ENVIRONMENTAL CONSULTANTS, INC.

PROJECT:

BAYSIDE TIMBER - ASHLAND

FIGURE:

Figure 4 - Groundwater Results Map

TABLE II
Groundwater Results - (07/15/98)

Sample ID	BENZ	TOLU	E. BENZ	XYLE (total)	MTBE	Naphth	1,3,5-Trimethyl benzene	1,2,4-Trimethyl benzene
SEPTEMBER 26, 1999								
GP-5	ND	ND	ND	ND	ND	ND	ND	ND
GP-6	.36	3	.4	ND	ND	ND	ND	ND

NOTES

ND = Not detected above the method detection limit

NA = Not available or applicable

VOC and PAH compounds are in parts per billion (ppb)

TABLE II
SUMMARY OF DETECTED GROUNDWATER PARAMETERS - LABORATORY
RESULTS

Parameter (ppb)	MAY 17, 1998						WDNR PAL	WDNR ES
	GP1	GP2	GP3	GP4	Fount (WS-1)	OW (WS-2)		
METHYL-TERT-BUTYL- ETHER	<.22	.37	<.22	<.22	<.32	<.32	12	60
ETHYLBENZENE	2.2	8.4	23	<.24	<.32	<.32	140	700
NAPHTHALENE	13	41	120	<.89	<.35	<.35	8	40
TOLUENE	.70	2.4	.82	.36	<.27	<.27	68.6	343
m,p-XYLENE	8.4	110	27	<.97	<.43	<.43	124	620
o-XYLENE	2.8	68	.85	<.37	<.24	<.24	124	620
1,2, DICHLOROETHANE	NA	NA	NA	NA	<.35	<.35	.05	5
BENZENE	3.1	6	12	<.26	<.25	<.25	.05	5
DRO	NA	NA	NA	NA	NA	<100	NE	NE

NOTES:

ppb = parts per billion

WDNR PAL = WDNR NR 140 Preventive Action Limit

WDNR ES = WDNR NR 140 Enforcement Standard

ND = Not detected

NE = Not established

TABLE II (Cont.)
SUMMARY OF DETECTED GROUNDWATER PARAMETERS - LABORATORY RESULTS

Parameter (ppb)	MW-1			MW-2			MW-3		11/6/98		WDNR PAL	WDNR ES
	8/7/98	11/6/98	2/12/99	8/7/98	11/6/98	2/12/99	11/6/98	2/12/99	WS-1	WS-2		
BENZENE	ND	1.1	0.76	ND	ND	ND	4.3	8.5	ND	ND	0.5	5
TOLUENE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	68.6	343
ETHYLBENZENE	ND	4.6	1.7	ND	ND	ND	8.0	7.0	ND	ND	140	700
XYLENES (Total)	ND	ND	ND	ND	ND	ND	3.1	3.4	ND	ND	124	620
METHYL-TERT-BUTYL-ETHER	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	12	60
NAPHTHALENE	1.1	24	6.3	ND	ND	ND	29	36	ND	ND	8	40
1,2,4 TRIMETHYLBENZENE	1.4	ND	ND	ND	ND	ND	3.9	1.9	ND	ND	NE	NE
1,3,5 TRIMETHYLBENZENE	1.4	1.2	1.1	ND	ND	ND	3.8	2.8	ND	ND	NE	NE

NOTES:

ppb = parts per billion
WDNR PAL = WDNR NR 140 Preventive Action Limit
WDNR ES = WDNR NR 140 Enforcement Standard
ND = Not detected
NE = Not established

TABLE III
NATURAL ATTENUATION SAMPLING SUMMARY

Well ID	Dissolved Oxygen	Nitrate	Iron	Sulfate
NOVEMBER 6, 1998				
MW-1	0.98	4.6	0.16	17
MW-2	3.70	0.0	0.09	76
MW-3	0.45	0.0	0.05	10